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পশ্চিমবঙ্গ पश्चिम बैगाल WEST BENGAL 2013

B 184835

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Query No. 008866/2014

DEED OF SALE

59,50,286/_ Assessed Market Value Rs. 55,47,507/

situated in Mouza: Asansol Municipality,

P.S. Asansol under A.M.C.

THIS DEED OF SALE is made By and Between:-

- 1. SHRI KASHINATH BANDOPADHYAY,
- 2. PARESH NATH BANDOPADHYAY,
 - 3. SUKUMAR BANDOPADHYAY, PAN- ABH PB9508 Q.
- 4. KALIPADA BANDOPADHYAY, all sons of Late Sambhunath PAN-AHFPB482 Bandopadhyay,
 - . 5. PRAHLAD BANDOPADHYAY, 6. SUDIN BANDOPADHYAY, both are son of Late Gokul Chandra Bandopadhyay,
 - 7. THAKAHARI BANDOPADHYAY, son of Late Shibdas Bandopadhyay. PAN-ADIPB3817H
- 8. DEBI PRASAD BANDOPADHYAY, son of Late Phani Bhusan Bandopadhyay, all by faith Hindu, citizenship Indian, residing at Nurunddin Road, P.O. Asansol, P.S. Asansol (S), Chowki & Addl. Dist. Sub Registry Office Asansol, Dist. Burdwan, hereinafter jointly and severally called the 'VENDORS'! (which expression shall unless excluded by or repugnant to the context include each of their heirs, successors, legal representatives and assigns) of the ONE PART.

AND

IN FAVOUR OF

- 1. AJOY KUMAR AGARWAL, son of Giridhari Lal Agarwal, by faith Hindu, by occupation Business, PAN - ACLPA 9101H, resident of 16, Leighton Street, P.O. Asansol-713301, P.S. Asansol (S), Dist. Burdwan.
- 2. RITESH AGARWAL, son of Loknath Agarwal, by faith Hindu, by occupation Business, PAN - AFWPA4116N, resident of Court More, opposite Contd...P/3

Sani Mandir, P.O. Asansol-4, , Dist. Burdwan, Sub-Division & A.D.S.R. office Asansol, Dist. Burdwan, hereinafter jointly and severally called the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context include each of their successors, legal representatives and assigns) of the OTHER PART.

WHEREAS Ramal Bandopadhyay son of Late Dinanath Bandopadhyay being the recorded owner of the schedule property which has been mentioned below.

AND WHEREAS the Sambhunath Bandopadhyay, Gokul Bandhopadhyay, Phoni Bhusan Bandhopadhyay and Sibdas Bandhopadhyay who are the four sons of the said Ramlal Bandhopadhyay who used to own and possess the schedule mentioned property after the death of said Ram Lal Bandhopadhyay during their lives without any distrubance from any corner what so ever.

AND WHEREAS Vendor Nos. 1 to 4 (being the sons of Late Sambhunath Bandopadhyay) is the grand son of Late Ramlal Bandopadhyay and whereas the Vendor Nos. 5 & 6 (hereof being the sons of Late Gokul Chandra Bandopadhyay) is the grand sons of Ramlal Bandopadhyay and whereas the Vendor No. 7 (hereof being the son of Late Sibdas Bandopadhyay) is the grand son of Ramial Bandopadhyay.

AND WHEREAS the Vendor No. 8 hereof being the son of Late Phani Bhusan Bandopadhyay who is the grand son of Ramlal Bandopadhyay.



AND WHEREAS the Vendors being the joint owners of the land and jointty have decided to sell the property which has been mentioned below to intending persons and searched for a purchaser.

AND WHEREAS the Purchasers requested the Vendor to sell out the property on a reasonable market price.

AND WHEREAS the Vendors are the owners of the property mentioned in the schedule below which has been inherited by the Vendors as legal heirs and successors of their predecessors. The Vendors are in peaceful and uninterrupted thereon and the Vendor have absolute right to sale the land mentioned in the schedule below to the Purchasers.

AND WHEREAS the Vengors being in dire and urgent need of money to meet their legal requirements and expenses declared and expressed their intention to sell and transfer the schedule mentioned property.

AND WHEREAS the Purchasers having come to know of such intention and declaration of the Vendors proposed and offered to purchase the schedule mentioned property at a total consideration of Rs. 55,47,250/- (Rupees fifty five lacs forty seven thousand two hundred fifty) only;

AND WHEREAS Vendors considering the said price as fair, proper, reasonable and highest according to market value prevailing in the locality accepted the said offer of the Purchasers and agreed to sell, convey and transfer the schedule mentioned property unto and in favour of the Purchasers at and for Contd...P/5



the said total price of Rs. 55,47,250/- (Rupees fifty five lacs forty seven thousand two hundred fifty) only unto and in favour of the Purchasers on the terms mentioned hereinbelow;

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :-

THAT in pursuance of the said agreement between the Vendors and the Purchasers and in consideration of the said sum of Rs. 55,47,250/- (Rupees fifty five lacs forty seven thousand two hundred fifty) only paid by the Purchasers to the Vendors (the receipt whereof the Vendors doth hereby admit and acknowledge) as total price of the said land & building, the Vendors doth hereby grant, convey sell and transfer all that land & building more fully mentioned and described in schedule below unto and to the use of the said Purchasers together with the right of path passage lights, liberties, privileges, easement & appurtenance whatsoever attached and concerning to the said land & building free from any or all encumbrances TO HAVE AND TO HOLD the said land & building hereby granted, conveyed, and transferred unto and to the use of the said Purchasers absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise AND THAT the said Vendors for themselves, their heirs and successors doth hereby declare and covenant with the said Purchasers that the Vendors have good title, full power and absolute right to sell and transfer the said land & building and further declare that the Vendors are absolutely seized and possessed of or otherwise well and Contd...P/6



sufficiently entitled to the said land & building and that the Vendors have not in any way encumbered the said land & building intended to be conveyed by this Deed of Sale AND THAT the said Purchasers including all their legal heirs, successors and legal representatives shall and may at all times peacefully/ quietly hold, possess, use and enjoy the said property as lawful and rightful owner thereof with right to raise all further construction and structures thereon in accordance with law without any interruptions obstructions, claim and/or demand whatsoever from or by the Vendors or any person/persons lawfully/equitably claiming under or in trust for them AND THAT the said Vendors shall and will for all times to come at the cost and request of the said Purchasers do or execute or cause to be done or executed all such acts, deeds and/or things for further or more perfectly assuring the title of the Purchasers relating to the said land & building or part thereof AND THAT the Vendors doth hereby further declare and covenant with the said Purchasers that if it transpires that the schedule mentioned land & building is not free from all encumbrances and/or the Vendors have no valid perfect and marketable title to the said land & building as hereinbefore stated by the Vendors in that event the Vendors including all their legal heirs and successors will be bound to pay back the entire consideration amount with legal interest to the Purchasers and shall also be liable to make good and indemnify all losses and damages which the Purchasers may suffer due to any defect in the title of the Vendors in respect of the said land & building hereby sold to the Purchasers.



IT IS also declared by the Vendors that the Purchasers being fully satisfied with title, ownership and possession of the vendors after making necessary enquiry and inspection in respect of the property hereby sold have purchased of the vendor over the said property.

IT IS hereby further declared by the Vendors that the Purchasers by virtue of this Deed of Sale will be competent and entitled to get their name mutated in the records of S.D.L. & L.R.O., Extn., Part-1, Asansol under the state of West Bengal and also in the records and register of Asansol Municipal Corporation or of any other Authority and WBSEDCL and the Vendors undertakes to render all such help and assistance as will be found essential in this regard in future.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :-

Within the District of Burdwan, P.S. Asansol (N), Chowki & Addl. Dist.

Sub-Registry Office Asansol under Ward No. 17 of A.M.C.situated in Mouza

Asansol Municipality, J.L. No. 20, under R.S. Khatian No. 12200;

Jan Ja

- R.S. Plot No. 22216 (twenty two thousand two hundred sixteen),
 Classification Vastu, measuring an area of 320 sq.ft.
- R.S. Plot No. 22217 (twenty two thousand two hundred seventeen),
 Classification Bastu Dala, measuring an area of 3360 sq.ft.
- R.S. Plot No. 22218 (twenty two thousand two hundred eighteen),
 Classification Vastu, measuring an area of 336 sq.ft.
- R.S. Plot No. 22219 (twenty two thousand two hundred nineteen),
 Classification Vastu, measuring an area of 168 sq.ft.

Total measuring of aforesaid plots 4184 (four thousand one hundred eighty four) sq.ft. of land along with one 30 years old two storied building being Ground Floor covered area 700 (seven hundred) sq.ft. and First Floor covered area 700 (seven hundred) sq.ft. with all fittings, fixtures, all easement rights etc. hereby sold by this indenture.

The property is butted and bounded by :

On the North

: House of Ajay Khaitan.

On the South

: House of Baidyanath Ghosy.

On the East

: Nurruddin Road.

On the West

: Vacant land of Rana Bose.

The proportionate annual rent is payable to the State of West Bengal through S.D.L. & L.R.O., Extn., Part-1, Asansol.

Contd...P/9

A sheet containing the self attested photo and finger print of the parties concerned attached of this Deed.

WITNESSES:

1. Fruptishwa Pandey S/9, 143. Pandiy ASansof 3

Drafed and prepared by me as per instructed by the Vendors and read over and explained to the parties in their vernacluar language and printed

Shopeonul Bunchard

ADVOCATE
Asansol Court
Enri. No. 146-43417

in my office.

Signature of the Vendors

Peret wath bandopadhyay

Sukumar Scuerjey bandho padhyyl

kali Pada Banda Padyay

Probled Bondhiprolyn

Judin Bandos Ad Kyay Thale Ha Bandzofadhyang. Debe Frasad Bandopadhyang.

Government Of West Bengal Office Of the A.D.S.R. ASANSOL

District:-Burdwan

Endorsement For Deed Number: 1 - 04935 of 2014 (Serial No. 04844 of 2014 and Query No. 0205L000008866 of 2014)

esentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 19.20 hrs on :01/07/2014, at the Private residence by Shri Kashinath Bandyopadhyay , one of the Executants.

Admission of Execution(Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 01/07/2014 by

- 1. Shri Kashinath Bandyopadhyay, son of Late Sambhunath Bandyopadhyay, Nuruddin Road- Asansol, Thana:-Asansol, District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- 2. Paresh Nath Bandyopadhyay, son of Late Sambhunath Bandyopadhyay, Nuruddin Road- Asansol, Thana:-Asansol, District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- 3. Sukumar Bandyopadhyay, son of Late Sambhunath Bandyopadhyay, Nuruddin Road- Asansol, Thana:-Asansol, District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
- 4. Kalipada Bandyopadhyay, son of Late Sambhunath Bandyopadhyay , Nuruddin Road- Asansol, Thana:-Asansol, District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- 5. Prahlad Bandyopadhyay, son of Late Gokul Bandyopadhyay , Nuruddin Road- Asansol, Thana:-Asansol, District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
- 6. Sudin Bandyopadhyay, son of Late Gokul Bandyopadhyay, Nuruddin Road- Asansol, Thana:-Asansol, District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
- 7. Thakahari Bandyopadhyay, son of Late Shibdas Bandyopadhyay , Nuruddin Road- Asansol, Thana:-Asansol, District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
- 8 Debi Prasad Bandyopadhyay, son of Late Phani Bhusan Bandyopadhyay, Nuruddin Road-Asansol, Thana:-Asansol, District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession : Others Identified By Gupteshwar Pandey, son of Late B. Pandey, R G S Road Asansol, Thana:-Asansol, District:-Burdwan, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

(Debasis Patra) ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL

On 02/07/2014

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 4 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

(Debasis Patra)

ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL

. EndorsementPage 1 of 3

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Government Of West Bengal Office Of the A.D.S.R. ASANSOL

District:-Burdwan

Endorsement For Deed Number : 1 - 04935 of 2014 (Serial No. 04844 of 2014 and Query No. 0205L000008866 of 2014)

ment of Fees:

ount By Cash

Rs. 65457.00/-. on 02/07/2014

(Under Article: A(1) = 65450/-, E = 7/- on 02/07/2014)

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-59,50,286/-

Certified that the required stamp duty of this document is Rs.- 416530 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

- 1 Rs. 49000/- is paid, by the Bankers cheque number 734222, Bankers Cheque Date 01/07/2014, Bank: State Bank of India, ASANSOL, received on 02/07/2014
- 2 Rs. 49000/- is paid, by the Bankers cheque number 734223, Bankers Cheque Date 01/07/2014, Bank: State Bank of India, ASANSOL, received on 02/07/2014
- 3. Rs. 49000/- is paid, by the Bankers cheque number 731224, Bankers Cheque Date 01/07/2014, Bank: State Bank of India, ASANSOL, received on 02/07/2014
- 4. Rs. 49000/- is paid, by the Bankers cheque number 734225, Bankers Cheque Date 01/07/2014, Bank : State Bank of India, ASANSOL, received on 02/07/2014
- 5 Rs. 49000/- is paid, by the Bankers cheque number 734219, Bankers Cheque Date 01/07/2014, Bank: State Bank of India, ASANSOL, received on 02/07/2014
- 6. Rs. 49000/- is paid, by the Bankers cheque number 734236, Bankers Cheque Date 01/07/2014, Bank: State Bank of India, ASANSOL, received on 02/07/2014
- 7. Rs. 49000/- is paid, by the Bankers cheque number 734238, Bankers Cheque Date 01/07/2014, Bank : State Bank of India, ASANSOL, received on 02/07/2014
- 8. Rs. 33550/- is paid, by the Bankers cheque number 733848, Bankers Cheque Date 02/07/2014, Bank : State Bank of India, ASANSOL, received on 02/07/2014
- 9 Rs. 35000/- is paid, by the Bankers cheque number 733847, Bankers Cheque Date 02/07/2014, Bank: State Bank of India, ASANSOL, received on 02/07/2014

(Debasis Patra)

ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL

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Government Of West Bengal Office Of the A.D.S.R. ASANSOL District:-Burdwan

Endorsement For Deed Number: 1 - 04935 of 2014 (Serial No. 04844 of 2014 and Query No. 0205L000008866 of 2014)

(Debasis Patra) ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL

(Debasis Patra)

ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL

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